

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pandera Systems, LLC		10/19/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	STIFEL BANK		
Street Address:	787 Seventh Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4272139	PANDERA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1809700		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	10/19/2022		
Total Attachments: 6			
source=IPSA 10-19-22- Stifel-Pandera Systems LLC#page1.tif			
source=IPSA 10-19-22- Stifel-Pandera Systems LLC#page2.tif			
source=IPSA 10-19-22- Stifel-Pandera Systems LLC#page3.tif			

OP \$40.00 4272139

source=IPSA 10-19-22- Stifel-Pandera Systems LLC#page4.tif

source=IPSA 10-19-22- Stifel-Pandera Systems LLC#page5.tif

source=IPSA 10-19-22- Stifel-Pandera Systems LLC#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 19, 2022 by and between **STIFEL BANK** ("Bank") and **PANDERA SYSTEMS, LLC**, a Florida limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to 66DEGREES HOLDINGS, LLC, a Delaware limited liability company ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and among, *inter alios*, Bank, as lender, Borrower, as borrower, and Grantor, as a guarantor, dated as of October 19, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor, in its capacity as a guarantor under the Loan Agreement, shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Collateral in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PANDERA SYSTEMS, LLC
600 West Van Buren Street, Suite 603
Chicago, IL 60607
Attn: Ben Kessler
Email: ben.kessler@66degrees.com

PANDERA SYSTEMS, LLC

By: Ben Kessler

Name: Ben Kessler

Title: President, Chief Financial Officer and Treasurer

with a copy to (which shall not constitute notice):

SUNSTONE PARTNERS
400 S. El Camino Real, Suite 300
San Mateo, CA 94402
Attn: Julian Hinderling
Email: jhinderling@sunstonepartners.com

CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
(617) 248-2115
Attn: Kevin Jarboe
Email: kjarboe@choate.com

BANK:

STIFEL BANK

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Joel Gragg
Email: graggj@stifelbank.com

By: _____

Name: James Binz

Title: Executive Vice President, Chief Credit Officer

with a copy to (which shall not constitute notice):

BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Warren Biro
Email: warren.biro@btlaw.com

[Signature Page to IPSA - Pandera]

DMS 23850713

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PANDERA SYSTEMS, LLC
600 West Van Buren Street, Suite 603
Chicago, IL 60607
Attn: Ben Kessler
Email: ben.kessler@66degrees.com

PANDERA SYSTEMS, LLC

By: _____

Name: Ben Kessler

Title: President, Chief Financial Officer and Treasurer

with a copy to (which shall not constitute notice):

SUNSTONE PARTNERS
400 S. El Camino Real, Suite 300
San Mateo, CA 94402
Attn: Julian Hinderling
Email: jhinderling@sunstonepartners.com

CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
(617) 248-2115
Attn: Kevin Jarboe
Email: kjarboe@choate.com

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Joel Gragg
Email: graggj@stifelbank.com

STIFEL BANK

By:  _____

Name: James Binz

Title: Executive Vice President, Chief Credit Officer

with a copy to (which shall not constitute notice):

BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Warren Biro
Email: warren.biro@btlaw.com

[Signature Page to IP SA - Pandera]

DMS 23850713

TRADEMARK
REEL: 007872 FRAME: 0959

EXHIBIT A

Copyrights

N/A

EXHIBIT B

Patents

N/A

EXHIBIT C

Trademarks

<u>Description</u>		<u>Serial/Registration No.</u>	<u>File Date</u>
PANDERA (word)		4272139	Jan. 08, 2013